

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 24th day of June, 2016 ("Effective Date") by and between Dr. Boris Raginsky ("Dr. Raginsky") and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Dr. Raginsky and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated Dr. Raginsky and asserted that between July 7, 2011 and July 24, 2014, Dr. Raginsky submitted 1,315 claims for motion analysis services under CPT codes 96001 and 96004 for which he did not possess the required equipment and lacked clinical evidence to support the use of services, in violation of the Provider Agreement between Dr. Raginsky and the New Jersey Division of Medical Assistance and Health Services ("Medicaid") dated January 26, 2006, N.J.S.A. 30:4D-12, N.J.A.C. 10:49-5.5, N.J.A.C. 10:57-1.8 and N.J.A.C. 10:49-9.8 (the "Covered Conduct");

WHEREAS, MFD determined that, based on the Covered Conduct, Dr. Raginsky had received overpayments from the Medicaid Program and sought to recover those payments;

WHEREAS, Dr. Raginsky denied any civil wrongdoing in connection with the Covered Conduct; and

WHEREAS, the Parties desire to amicably resolve all disputes between them giving rise to the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them;

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute on the following terms:

(1) Dr. Raginsky agrees to pay to MFD the sum of One Hundred Sixty Eight Thousand, Seven Hundred and Fifty Dollars (\$168,750.00) in sixteen (16) consecutive monthly payments of Ten Thousand Five Hundred Forty Six Dollars and Eighty Eight Cents (\$10,546.88) on or before the 15th of each month starting July 15, 2016.

(2) Payment shall be by certified check, bank check, or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

Attention: Processing Bureau
Treasurer, State of New Jersey
Division of Revenue
200 Woolverton Street, Building 20
Lockbox 656
Trenton, New Jersey 08646

"Dr. Boris Raginsky – OSC-MFD" should be included in the memo line so that payment is properly credited.

(3) If any payment provided for in this Settlement Agreement is more than ten (10) days late, Dr. Raginsky will be in default of this Settlement Agreement and the outstanding and unpaid balance will immediately become due and collected through any means available to MFD as provided by law.

(4) All current Medicaid payments withheld from Dr. Raginsky pursuant to N.J.S.A. 30:4D-17(i) will be returned to Dr. Raginsky within sixty (60) days of the Effective Date. Within ten (10) days of the Effective Date, MFD shall send a request to the Managed Care Organizations instructing them to release the withhold on Dr. Raginsky's Medicaid billings.

(5) The Parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct, and is intended by each Party to release the other Party and its representatives from liability arising out of the Covered Conduct.

(6) Nothing in this Settlement Agreement waives the rights of any other State or Federal agency, including, among others, the New Jersey Division of Criminal Justice, from continuing with a pending, if any, or beginning a future civil, administrative or criminal investigation or other action for alleged conduct concerning Dr. Raginsky or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation of conduct outside of the Covered Conduct for any claims or conduct not specifically covered by this Settlement Agreement, and to take any action it deems appropriate to address such conduct.

(7) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-6 above, by the signatures set forth below, the authorization of which is hereby affirmed, Dr. Raginsky and MFD agree to the following Release: in consideration of the provision hereof including this release, each Party agrees to release the other Party and its representatives from liability, obligations and damages arising out of the Covered Conduct.

(8) The Parties agree that this is a compromise settlement of disputed claims arising out of the Covered Conduct. Accordingly, nothing herein shall constitute or be construed as an admission, concession or finding of liability by any Party.

(9) This Settlement Agreement shall be construed, enforced and governed by the laws of the State of New Jersey.

(10) This Settlement Agreement may be executed in counterparts.

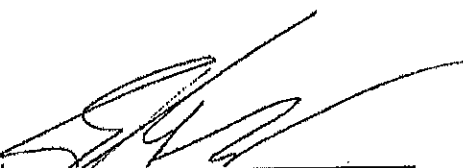
(11) This Settlement Agreement is effective upon the last date it is executed by the Parties hereto.

(12) This Settlement Agreement sets forth the entire agreement between and among the Parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among the Parties with respect to any other matter.

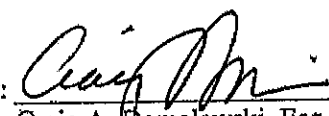
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

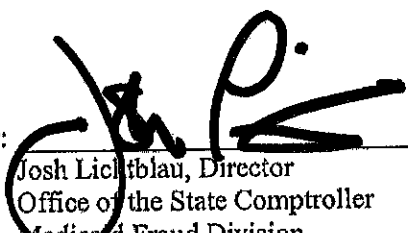
DATE: 6-23-2016

By: 
Dr. Boris Raginsky

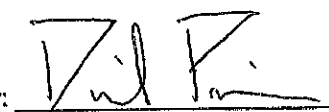
DATE: 6/23/2016

By: 
Craig A. Domalewski, Esq.,
Attorney for Dr. Boris Raginsky

DATE: 6/24/2016

By: 
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 6/24/2016

By: 
Daniel A. Prupis, Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division